LABORATORY STATEMENT OF WORK

DEARBRON STREET VI-RS
INDINAPOLIS, MARION COUNTY, INDIANA

Prepared for:

U.S. ENVIRONMENTAL PROTECTION AGENCY
Region 5 Emergency Response Branch
Chicago, IL 60604

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General

Oneida Total Integrated Enterprises (OTIE) has been tasked by U.S. Environmental Protection Agency - Region 5 (U.S. EPA) to provide technical assistance for the Dearborn Street Vapor Intrusion Removal Assessment in Indianapolis, IN. OTIE is hereby soliciting proposals from environmental laboratories with the qualifications described in this Scope of Work (SOW), to provide analytical services to support work under this contract.

Laboratories performing environmental analyses for this contract must meet the following qualification requirements:

- Undergone, at a minimum, the laboratory approval process as defined in the current promulgated NELAC standard.
- Laboratories must hold any state approval, certification or license as may be required by the state in which the sample originates.

The analytical laboratory performing these services (including any network or subcontracted laboratories) must comply with the requirements stated in this SOW. All technical exceptions to this SOW are to be identified in the laboratory's bid response.

The analytical subcontractor is responsible for obtaining written approval from OTIE prior to subcontracting any portion of work for this project. Additionally, the subcontracted laboratory (is) must also have the applicable and required certification. **NO EXCEPTIONS**

The selected analytical laboratory shall provide all the materials, equipment, supplies, shipping, and labor necessary to transport and analyze environmental samples and report the targeted chemical parameters and concentrations.

Points of Contact

The daily point of contact for technical issues is Mr. Russell Henderson. The point of contact for contractual issues is Ms. Karen Brown. Russell and Karen are to be contacted for questions regarding this project and can be reached at the following locations.

Technical Contact	**Contractual Contact**
Mr. Russell Henderson	Ms. Karen Brown
Oneida Total Integrated Enterprises	Oneida Total Integrated Enterprises
1220 Kennestone Circle, Suite 106	704 S. Illinois Ave., Suite C104
Marietta, GA 30066	Oakridge, TN 37830
TEL: (678) 355-5550 ext. 5707	**TEL**: (865) 220-9000, ext. 231
FAX: (770) 528-0167	**FAX**: (865) 220-9050

Written communications between the laboratory and project team shall be in the electronic format of an email or memorandum.

Any changes or variance approval from this scope of work or the project instructions must be obtained from the appropriate OTIE point of contact in writing.

Scope of Services

The successful laboratory shall provide the following services:

- Provide and ship 1-liter Suma Canisters and related sampling kits in advance of sampling activities to the site;
- Provide laboratory sample receipt confirmation within 24 hours of sample receipt;
- Analyze environmental samples that are received from OTIE as specified in the Chain-of-Custody (COC) form and Project Instructions;
- Provide analytical results and required supporting QC data to OTIE via final hard copy, Portable Document Format (.PDF files), and Electronic Data Deliverables (EDD) format;

- When applicable, provide storage for samples for at least 6 months following final submittal of all required data package; and
- The laboratory shall maintain a record system to suit its particular circumstances and comply with any applicable regulations. The system shall produce unequivocal, accurate records that document all laboratory activities. The laboratory shall retain on record all original observations, calculations and derived data, calibration records, and a copy of the hard copy/electronic data deliverable for a minimum of 7 years. The laboratory must provide a copy of any of these records upon request of OTIE for a minimum of 5 years at no charge.

Anticipated Sampling Schedule

One or more sampling events are planned for collecting subsurface air samples beginning with the week of January 16, or January 23rd of 2014. The total estimated number of samples projected to be collected is summarized in the pricing form. Any modifications to the analytical program will be relayed to the laboratory by way of an amended scope of work as soon as the changes are known. The sample quantities are based on current plans and projections and are subject to change. No minimum number of samples is guaranteed.

Sample Containers

Prior to each sampling event, the Laboratory Technical Contact will submit a sample order to the laboratory. All sampling containers, shipping coolers, packaging materials, and custody documentation shall be supplied by the laboratory to the job site. All sampling containers shall be new and/or certified contaminant-free by the supplier. The laboratory shall follow the *Specifications and Guidance for Obtaining Contaminant-Free Sample Containers*, OSWER Directive No. 9240.0-OSA (April 1992). If requested, the laboratory shall have available information concerning the quality assurance/quality control (QA/QC) program for Suma Canisters and lot numbers for the supplied sample containers. Containers, tubes, or sample bottles as applicable, shall be pre-preserved with all necessary chemical preservatives to facilitate proper collection and shipment of samples.

In addition to the samples specified on the Price List (see Attachment B), the analytical subcontractor will be responsible for providing the required field QA/QC containers and extra supplies in the event of breakage.

Sampling kits include, but are not limited to: shipping containers, sample containers/bottles (preserved/unpreserved), VOC sampling equipment (i.e. Summa Canisters® samplers, regulators) as requested, chain-of-custodies (COC), sample labels, custody seals, return shipping labels, and packing materials.

Sample Receipt and Login

The laboratory must, minimally perform the following upon sample receipt:

- Sign air bills upon receipt and maintain in the project file.
- Review COC for completeness/accuracy (example: sample IDs, times, dates, etc.).
- Inspect shipping container, custody seals, samples, and document their condition.
- Check and record the temperature within the cooler on the COC record.
- Record the condition of the samples in a signed, dated, and bound logbook and on the COC record. Sign and date the entries in the logbook and the COC record.
- Check and record the pH of preserved samples in the sample receipt logbook and on the COC record (except samples for volatile analyses). Volatiles will be checked prior to analysis.
- Note any breakage, discrepancy, or improper preservation as an "out-of-control" event and record both the event and the corrective action taken on the sample receipt form. The sample receipt form shall be signed and dated by the custodian and any other persons responsible for corrective action and approved by the QA manager or designee. The sample custodian shall notify OTIE of discrepancies in shipments within 24 hours. Prior to processing of samples, written instructions from OTIE must be submitted to the laboratory.

If the laboratory notes any exceptions such as elevated temperature, improper pH, or inadequate sample volume, the laboratory shall immediately contact the Laboratory Technical Contact for direction. Within 24 hours of sample receipt, the laboratory must submit the following to the Laboratory Technical Contact:

- A fully executed copy of the COC received with the samples

- Sample acknowledgement (acceptance) letter and/or log-in report noting analyses requested, date received, and expected due date as well as any problems, breakages, inconsistencies between the COC and the samples received, holding time issues, etc.
- Written confirmation of communication with OTIE listing any exception or anomaly noted and the resulting actions provided to the lab by the Laboratory Technical Contact

Turnaround Times

All tests must be performed within U.S. EPA recommended extraction and analysis times. Multi-media environmental samples will be provided in appropriate pre-preserved containers and must be prepared and analyzed within holding times.

The laboratory must alert the Laboratory Technical Contact two to three days prior to potential holding time exceedances. If the laboratory is likely to miss the holding time, written consent must be obtained from the QA Chemist prior to performing the test(s). The QA Chemist will document the approval. If the laboratory misses the holding time, the laboratory will supply the analytical data to OTIE. However, the laboratory may not be paid for that analysis if the holding time was exceeded.

All analytical deliverables are to be considered normal turnaround unless otherwise specified on the Chain-of-Custody accompanying sample shipments and agreed to by both OTIE and the analytical subcontractor in writing. The normal turnaround time for receipt of the hard copy data package and the associated electronic data deliverable (EDD) by OTIE is fifteen (15) working days after closeout of a sample delivery group (SDG) by the laboratory. OTIE must concur with SDG closeout and must receive a SDG summary sheet upon closeout. A sample SDG summary sheet is enclosed as Enclosure 2. The TAT specified in this SOW may be subject to change during the period of performance of the subcontract. The analytical subcontractor shall be given prior written notification in the event of changes in the TAT required. In the event that the analytical subcontractor cannot fulfill the requested modified TAT, OTIE should be immediately notified and the analytical subcontractor should initiate finding a subcontracted laboratory to perform the work. The TAT requested on the COC is the official request and should be followed if a discrepancy exists.

Sample Transport

The offer must include the transport of sampling supplies to the project site. At least 1 week notice of an upcoming sampling event will be provided to the laboratory to allow the use of ground delivery. Return shipments will be scheduled for a minimum of next day service via overnight carrier. The laboratory use of on-site sample pick-up (courier) is acceptable where logistically feasible as long as sample custody is maintained.

Sample Disposal

The offer must include the disposal of all sample waste and/or excess. The disposal will comply with all local, state, and federal regulations. Evidence of final disposal should be forwarded to OTIE once disposal has occurred. This evidence includes the original COC sent from the field to the analytical subcontractor.

Summary of Analytical Work

Refer to Pricing List Attachment B for the estimated number of samples, analyses required, and analytical protocol. Control limits are to be established by the laboratory in accordance with the referenced analytical procedures and should be submitted to OTIE for approval prior to initiation of any sample preparation or analysis.

Data Deliverable Requirements

All analytical data is considered client confidential and shall be submitted only to the address/individual identified in the Subcontract. OTIE requires the analytical subcontractor to retain and make available the project's raw data for a minimum of 7 years after samples have been analyzed.

For all analyses performed, a level 2 data package shall be produced and submitted to OTIE. CLP styled data packages are preferred.

Also, apart from the hard copy format, the Laboratory shall provide an electronic data deliverable. OTIE considers the electronic deliverable to be a primary deliverable. The analytical data package is not complete until the electronic and hardcopy deliverables are both received in acceptable condition.

Compensation for Deliverables

This analytical work is critical to the overall success of the project and the laboratory proposal must reflect accurate and achievable turnarounds. If both parties agree to the TAT per a contract and deliverables are not received within that specified TAT, the analytical subcontractor will be compensated at the surcharge corresponding to when deliverables are received. This may be modified on a case by case basis depending on the circumstances.

LIQUIDATED DAMAGES IN AN AMOUNT OF UP TO 5% PER DAY MAY BE ASSESSED IN THE EVENT THE SUBCONTRACTOR FAILS TO MEET THE TAT ONCE AGREED UPON. THE CERTIFICATE OF ANALYSIS MUST BE COMPLETE AND CORRECT FOR TAT TO BE MET.

If the packages as provided from the laboratory are not sufficient for data validation or data usability determination purposes, the laboratory shall provide additional documentation necessary for those purposes. The analytical subcontractor must produce this data at their own expense as long as the request is made within one month of receipt of original data package by OTIE.

ATTACHMENT A

Dearborn Street VI-RV
OTIE Analytical Pricing Form
Laboratory Analytical Services

NOTE: THIS ATTACHMENT A SHALL BE RETURNED WITH THE PROPOSAL SUBMISSION.

ATTACHMENT A
PRICING FORM

Laboratory Analytical Services

Offeror submits the following Fixed Unit Prices for performing all work described in the Scope of Services, in accordance with the documents accompanying this RFP.

Prices shall include, but not limited to, furnishing all facilities, labor, technical and professional services, supervision, materials, tools, equipment; payment of applicable taxes, securing necessary permits, and performing any and all operations necessary or required to accomplish the Work, in accordance with the provisions of the solicitation documents.

Offeror may provide pricing in accordance with the statement of work. Offeror's pricing proposal shall be completed, executed, and dated per the described sample, or the offer may be deemed nonresponsive. A partial bid may be also deemed nonresponsive.

Payment terms under any resultant Subcontract will be payment within seven (7) days after Buyer receives payment of the approved invoice amount from the Client.

Subcontractor shall maintain the following applicable **insurance** under any resultant Subcontract:

a. Workers' Compensation – Statutory coverage. If applicable, coverage must include U.S. Longshore and Harbor Workers' Act and/or Maritime Coverage endorsements which should be noted on the certificate.
b. Employer's Liability - $1,000,000 bodily injury by accident – each accident; $1,000,000 bodily injury by disease – policy limit; $1,000,000 bodily injury by disease – each employee.
c. General Liability - $1,000,000 each occurrence, $2,000,000 aggregate including per project aggregate limits.
d. Automobile Liability - $1,000,000 combined single limit including owned, non-owned, and hired vehicles. If any hazardous substances are transported must include a MCS-90 endorsement and Motor Carriers Act of 1980 coverage applicable in the jurisdiction where the operations of the insured are performed.
e. Professional Liability - $1,000,000 each claim. Required if performing professional services, including but not limited to, laboratory, engineering, and other technical services.
f. Pollution Liability - $1,000,000 per occurrence. Required if Work involves invasive work or hazardous substances, including but not limited to field services and drilling, and transportation and disposal services. If the Work includes asbestos abatement, mold, mildew or fungus, these must be specifically included and referenced on the certificate.

Proposal Acceptance: If Offeror's proposal is accepted within 90 calendar days from the date below, Offeror agrees to furnish any or all items/services as proposed.

Turnaround Time Requested	Percent Surcharge
24 hours prelim via fax, hardcopy and EDD in 5 working days	
48 hours prelim via fax, hardcopy and EDD in 5 working days	
72 hours prelim via fax, hardcopy and EDD in 5 working days	
Less than or equal to 5 working days for hardcopy and EDD	
Less than or equal to 10 working days for hardcopy and EDD	
Less than or equal to 15 working days for hardcopy and EDD	
Normal (state working days) for hardcopy and EDD	

ATTACHMENT A
PRICING FORM
Laboratory Analytical Services

Analysis	Method	Matrix	No. of Samples	Cost per Sample	Extended Price
VOCs using 1L summa canister*	TO-15	Air	12		
Grab sample flow regulator	--	--	12		

Total _____

Notes:
1 = The total number of samples is not guaranteed.
* = Cost per sample should include: Level 2 Data Package, standard TAT. For air samples only, lab QC shall include lab duplicates.
**=MS/MSDs shall be included in the unit pricing at a frequency of 1 per 20 samples, or 1 per batch, and shall not be billed as separate samples.

Company Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Address: _____

_____

Phone: _____ Fax: _____

E-mail: _____

Taxpayer Identification Number: _____

Date: _____

ENCLOSURE 1

OTIE
Electronic Data Deliverable (EDD)
Required Fields for EDD Reporting
Laboratory Analytical Services

NOTE: THIS ENCLOSURE 1 SHALL NOT BE RETURNED WITH THE PROPOSAL SUBMISSION.

ENCLOSURE 1
Electronic Data Deliverable (EDD)
Required Fields for EDD Reporting

Electronic Data Deliverables (EDDs) shall be reported as "quote-comma" delimited text files (.csv). One "flat" electronic text file is sufficient. The laboratory should feel free to use any existing EDD format that satisfies the requirements listed below. ERPIMS Valid Values are requested, but are not required. This EDD is in addition to electronic Portable Document Format (.pdf) files of the executed hardcopy.

Required Field	Description
Batch ID	Analytical Batch ID (SDG Number)
Sample ID	Field sample ID from the COC
Sample Type	ERPIMS Valid Value indicating type of sample (i.e. N = normal field sample)
Sample Date	Date sample was collected
Sample Time	Time sample was collected
Received Date	Date sample was received by the laboratory
Matrix	ERPIMS Valid Value indicating matrix type (i.e. WG = groundwater)
COC ID	Chain-of-custody number
Preparation Method	ERPIMS Valid Value indicating preparation method
Analysis Method	ERPIMS Valid Value indicating analysis method
Preparation Date	Date sample was extracted
Preparation Time	Time sample was extracted
Analysis Date	Date sample was analyzed
Analysis Time	Time sample was analyzed
Lab Sample ID	Laboratory sample identifier
Leachate Method	ERPIMS Valid Value indicating leachate method (i.e. SW1311)
Leach Date	Date sample was leached
Leach Time	Time sample was leached
Basis	ERPIMS Valid Value indicating wet weight type (i.e. D = dry)
Analyte Code	ERPIMS Valid Value indicating the parameter measured
Result	Analytical value as reported on the executed hardcopy
Laboratory Qualifier	Laboratory qualifier as reported on the executed hardcopy
Units	Units of measurement
MDL	Method Detection Limit
MRL	Method Reporting Limit
Dilution Factor	Sample specific dilution factor for a particular analysis
Percent Solids	Percent of solid material in a non-aqueous sample
Expected Value	Expected value for QA/QC analyses (i.e. 0 for blanks, spike amount for surrogates)
Percent Recovery	Actual QA/QC result divided by the expected value (expected - sample for MS/MSD)
RPD	Relative Percent Difference for laboratory duplicate analyses
Upper Control Limit	Laboratory established upper control limit for QA/QC audits
Lower Control Limit	Laboratory established lower control limit for QA/QC audits

ENCLOSURE 2

OTIE
Example Sample Delivery Group Worksheet
Laboratory Analytical Services

EXAMPLE SAMPLE DELIVERY GROUP WORKSHEET

Sample ID	Lab ID	Matrix	Sample Date	Receipt Date	VOC	SVOC	Metals	Expl	GRO	WetChem	Notes
X1001	95712	Water	11/18/1999	11/19/1999	X	X		X	X	X	
X1002	95713	Water	11/18/1999	11/19/1999	X	X	X		X	X	
X1003	95714	Water	11/18/1999	11/19/1999	X	X		X	X	X	
X1004	95715	Water	11/18/1999	11/19/1999	X	X		X	X	X	
X1005	95716	Water	11/18/1999	11/19/1999	X	X		X	X	X	
X1006	95717	Water	11/18/1999	11/19/1999	X	X		X	X	X	
X1007	95718	Water	11/18/1999	11/19/1999	X	X	X	X	X	X	
X1007MS	95719	Water	11/18/1999	11/19/1999	QC	QC	QC	QC	QC	QC	
X1003MSD	95720	Water	11/18/1999	11/19/1999	QC	QC	QC	QC	QC	QC	

SDG Number Assigned: _____

SDG Closeout Date: _____

SDG Delivery Date: _____

Submitted by Lab Project Manager: _____

Concurred by OTIE Chemist: _____

Notes:

_____

_____

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To see all the details that are visible on the screen, use the "Print" link next to the map.

Google